

## **Agreement for Medi-Cal Capacity Grant**

This agreement, effective upon the date of the last signature below (Grant Effective Date), is entered into in order to specify the terms and conditions under which Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health (the Alliance) agrees to provide funds (Grant) through the Alliance Medi-Cal Capacity Grant Program (Program) for grant #0724-SCHSA-PH-HT to or on behalf of County of Santa Cruz, Health Services Agency, Public Health Division. (Grantee).

### **Recitals**

*Whereas*, the Alliance has established the Program to offer grants to health care providers and community organizations to support efforts that advance the Alliance mission to provide timely access to quality health care services and to increase Medi-Cal capacity in the Alliance's service area;

*Whereas*, the Program will focus the provision of available funds in the focus areas of Access to Care, Healthy Beginnings and Healthy Communities; and

*Whereas*, the Alliance has made a decision to award funds to Grantee based on the application submitted by Grantee for a Grant under the Program;

*Now Therefore*, the Alliance and Grantee agree that all funds awarded as a Grant under the Program shall be subject to the terms and conditions of this Agreement.

1. Statement of Services. The "Statement of Services" is attached hereto and hereby incorporated into this Agreement as Exhibit 1, and sets forth the services to be provided by Grantee under this Agreement.

2. Incorporation of Grant Request. The Grantee represents that all information contained in the original Grant application is true, accurate and complete in all material respects. Grantee further agrees that it will notify the Alliance promptly of any material change in information submitted in the original Grant application, including any significant change in contract status for the provision of Medi-Cal services, organizational leadership or contact information.

3. Amount and Purpose of Grant. The amount of the Grant shall be set forth in Exhibit 1 in consideration of and on condition that the sum be expended only for the purposes of carrying out the Statement of Services in Exhibit 1. Grantee shall use any and all funds provided through the Grant solely as set forth in Exhibit 1. Unless specifically provided in this Agreement or in Exhibit 1, no part of the Grant may be used to fund administrative services or other operating expenses of the Grantee, even if those services are utilized to support the services set forth in Exhibit 1. No part of the Grant may be used to fund expenses related to religious activities, lobbying or political action by the Grantee. To the extent that Grantee is unable to use any part of the Grant funds as set forth in the Statement of Services, Grantee shall notify the Alliance and return any funds that have not been or cannot be expended as provided in Exhibit 1. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Statement of Services in Exhibit 1. All costs accrued for services or supplies prior

to the execution of Agreement are not eligible for reimbursement unless specifically provided for in the terms of Exhibit 1.

4. Payment Schedule. The schedule for the payment of the Grant is set forth in Exhibit 1.

5. Payment Documentation. The timing, scope and format of the documentation that Grantee shall provide to the Alliance to request Grant funds is set forth in Exhibit 1. The Alliance reserves the right to request additional documentation as it deems necessary to validate the use of Grant funds, either before or after use by Grantee, and shall have the right at its sole discretion to withhold any payment pending any questions that it may have regarding the use of funds. The Alliance reserves the right to enter into a separate agreement with a third party to ensure that the covenants of this Agreement are met by the Grantee, including but not limited to those of sections 1, 3, and 6.

6. Books and Records. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Grant and to make them available to the Alliance, the State of California, the United States Department of Health and Human Services or the Comptroller General of the United States, or otherwise required by law, for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following termination or completion of the Grant. Grantee agrees to maintain and make available for inspection by the Alliance accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

7. Funding Promotion. Any materials used to advertise, announce or otherwise inform the public of the receipt of the funding provided for hereunder shall describe the funding and the services funded by the Alliance accurately, and in a way that conforms to the purpose statement in the scope of services set forth in Exhibit 1. Any such materials that mention or include information about the Alliance shall refer to the health plan as “Central California Alliance for Health (the Alliance)” on first usage and “the Alliance” thereafter. Any published list of funders who have supported activities related to this funding must include the Alliance. Funded organization must inform the public about the Alliance’s funding through the use of signage, acknowledgement in published materials, news media, social media, websites or other public announcements, as applicable. All materials produced in accordance with this Agreement (including but not limited to training curriculum, agendas, newsletters, flyers, brochures, reports and videos, etc.) shall contain a statement that the material is funded through the Alliance. Funded organizations who receive funding for the purpose of constructing or renovating a building must memorialize Alliance financial support with a plaque. Funded organizations must refer to the Alliance’s Promotion Toolkit for Funded Partners for instruction on the required promotional verbiage, use of Alliance name and Alliance logo in promotional activities. If a funded organization wishes to execute promotional activities or communication not included in the toolkit, the funded organization must obtain written approval of communication materials promoting Alliance funding prior to engaging in these efforts or activities.

8. Legal Compliance. If Grantee is a participant in the Medi-Cal program as of the Grant Effective Date, Grantee agrees that the Grant award and the payment of Grant funds by the Alliance pursuant to this Agreement is conditioned on Grantee’s continuing compliance with all applicable requirements of federal and California law related to Grantee’s participation in the

Medi-Cal program. Grantee shall notify the Alliance immediately in the event that Grantee or any employee or agent of Grantee whose employment was in part financed using Grant funds is suspended or excluded from participation in any state or federal health care program, including Medi-Cal or Medicare.

9. Term and Termination.

- a. This Agreement, including Exhibit 1, shall be effective on the Grant Effective Date. This Agreement shall remain in effect so long as the Statement of Services in Exhibit 1 is in effect, and in any event shall terminate no earlier than one year after the date of the last payment made to Grantee or on Grantee's behalf under this Agreement.
- b. Grantee may rescind this Agreement at any time prior to the issuance of first payment by the Alliance pursuant to Exhibit 1. After issuance of payment, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
- c. The Alliance may terminate this Agreement if Grantee (i) fails to return the partially executed Agreement within 60 calendar days of the Alliance's grant award decision date, or such later date as the parties may mutually agree upon in writing; (ii) fails to comply with the terms of this Agreement; (iii) terminates its agreement to participate in the Alliance provider network or Medi-Cal program for any reason, including without cause; or (iv) ceases accepting new Medi-Cal patients prior to reaching assigned capacity or otherwise materially curtails its operations as a provider.
- d. The Alliance may terminate this Agreement or cease providing payments hereunder in the event that the Alliance determines in its sole discretion (i) that further payments as set forth in the Agreement and/or Exhibit 1 could violate laws or regulations, including laws or regulations in existence on the Effective Date that may have been clarified or subject to new or changed interpretation, or (ii) in the event of a natural disaster or other event that causes the Alliance to be unable to fulfill its commitment hereunder.
- e. This Agreement and the Alliance's obligation to make further payment hereunder shall terminate immediately in the event that Grantee ceases operations or in the event of Grantee's insolvency, which insolvency shall be considered to have occurred when Grantee makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, if a receiver or trustee is appointed with respect to a substantial part of such other party's property, or a proceeding is commenced against it which will substantially impair Grantee's ability to carry out the Statement of Services in Exhibit 1. The Alliance reserves the maximum rights it is entitled to under any law and under the terms of this Agreement to seek return of any payments already made prior to Grantee's cessation of operations or insolvency, and to ensure that no funds provided pursuant to this Agreement, no matter when they were provided, shall be used for the purpose of paying Grantee's general creditors or for any purpose other than as specifically set forth in Exhibit 1.

10. Effect of Termination. In the event of termination, this Agreement and Exhibit 1 shall terminate and have no further force or effect with respect to either party as of the effective date of termination established in writing, except that all obligations arising or accruing prior to termination, including use or return of Grant funds, shall be performed in accordance with the terms of the Agreement in effect as of the date such obligations arose or accrued and shall survive termination. The provision of sections 6, 7, 11, 12 and 13 of this Agreement shall remain in effect for any occurrences arising out of performance of the Agreement prior to termination.

11. Remedies.

- a. Grantee shall return to the Alliance any Grant funds that Grantee cannot document that it has used to carry out the scope of services provided for in Exhibit 1.
- b. In the event Grantee fails to complete the full scope of services that are to be carried out over the course of time as contemplated in Exhibit 1, Grantee may be required to return any Grant funds that it has already received under this Agreement, even if such funds were properly used. Grantee's specific obligation to return funds is provided for in Exhibit 1.
- c. In addition to any other provision of this Agreement, if the Alliance determines, at its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited failure to provide documentation provided for in section 5 hereof, the Alliance may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee or on Grantee's behalf under this or any other Grant Agreement, and may demand the return of all or part of the grant funds previously received by Grantee or on Grantee's behalf, which Grantee shall immediately pay to the Alliance. The Alliance may also avail itself of any other remedies available under the law.

12. Compliance with Services Agreement. If Grantee is a party to services agreement with the Alliance, Grantee shall comply with all of the requirements in such agreement, including any nondiscrimination provisions.

13. Indemnification. Each Party ("Indemnifying Party"), at its own expense, agrees to defend, indemnify and hold harmless the other Party ("Indemnified Party") and any of Indemnified Party's affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any act or omission of Indemnifying Party related to any of its obligations performed hereunder, (ii) any breach of Indemnifying Party's representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any third party rights or any laws or regulations relating to Indemnifying Party's performance of its obligations under this Agreement.

14. Independent Contractors. The parties hereto are independent contractors and neither the Alliance nor Grantee is an agent or employee of the other.

15. Severability. Except as provided in section 9.d, if any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment. This Agreement shall not be assigned by the Grantee either in whole or in part.

18. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This agreement may not be amended or modified, except in writing signed by both parties.

19. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

For the Grantee:

Signature: \_\_\_\_\_

Name: Monica Morales

Title: Director of Health Services or Designee

Date: \_\_\_\_\_

For Central California Alliance for Health:


Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

DocuSigned by:  
  
Office of the County Counsel      Date 12/23/2024

Approved as to Insurances:

Signed by:  
  
Risk Management      Date 12/23/2024

## EXHIBIT 1 HEALTHCARE TECHNOLOGY PROGRAM STATEMENT OF SERVICES

This Exhibit 1 sets forth the additional terms and conditions that are applicable to Grantees receiving a Healthcare Technology Grant (Grant) from the Alliance.

**Award Date:** October 23, 2024

**Grant #:** 0724-SCHSA-PH-HT

**Grantee Name:** County of Santa Cruz, Health Services Agency, Public Health Division

**Grant Amount:** The Grant Amount shall not exceed **\$50,000**.  
*Final grant payments will depend on verification of actual expenses but will not exceed grant amount.*

**Grant Effective Date:** This Grant shall be effective on the Grant Effective Date (date of the last signature on Agreement) and shall expire twenty-seven (27) months after Grant Effective Date, or such later date as the parties may mutually agree upon in writing.

**Grant Term:** 27 months

**Purpose of Grant:** To support purchase and implementation of the “CA Children's Services Medical Therapy Unit New EHR System” project as described in the approved Grant Application, that is or will be located at County of Santa Cruz, Health Services Agency, Public Health Division.

**Project Summary:** To implement an integrated electronic health record (EHR) platform for the California Children's Services (CCS) Medical Therapy Program (MTP) to improve care coordination and ensure program viability for medically fragile children. Leveraging the existing OCHIN EPIC platform, the project will create a sustainable, high-quality EHR platform that enhances operational efficiency and service continuity.

### **Outcomes:**

1. By May 2025, County of Santa Cruz Health Services Agency, Public Health Division's California Children's Services Medical Therapy Unit (MTU) will complete implementation of the OCHIN EPIC electronic health record (EHR) platform.
2. By July 2025, the MTU will develop a workflow and utilize the OCHIN EPIC EHR platform to conduct monthly utilization reviews of the MTU's operations.
3. By October 2025, the MTU will integrate all previous documentation systems into OCHIN EPIC including developing a billing report compatible with CMS net into OCHIN EPIC as demonstrated by report summaries generated in OCHIN EPIC from pre-implementation timeframes.

4. By October 2025, the MTU will create a workflow and policies for therapists and clinicians to incorporate all of the documentation that they generate into OCHIN EPIC.

### **Healthcare Technology Grant Terms and Conditions**

1. **Duration.** Grantee shall have a period of 12 months from the Grant Effective Date to complete all activities that were submitted for funding in its Grant Application, which were approved by the Alliance for funding in its Grant Award, and all required reporting.
2. **Payment Schedule.** Payments shall be made to Grantee by the Alliance according to the schedule provided below, subject to the receipt of all documentation reasonably required by the Alliance, and all other terms of the Agreement:
  - a. First Payment. The first payment shall be based on costs described in the approved Grant Application. The first payment shall not exceed 75% of the Grant Amount, and shall be paid within twenty (20) business days of the receipt of the signed Agreement and Grantee bank information as set forth in section 2c.
  - b. Final Payment. Final payment of 25% of the Grant Award shall be paid within twenty (20) business days of the receipt by the Alliance of a final report indicating that the project as stated in Purpose of Grant above has been completed. The final report will include a narrative and documentation verifying project completion and actual project expenses incurred.
  - c. Grant Payments. Grant payments are made by the Alliance to Grantee via automated clearing house (ACH) / electronic funds transfer (EFT) unless a check payment method is mutually agreed upon in writing. Grantee agrees to send banking information to the Alliance as instructed by the Alliance on bank letterhead that formally certifies the Grantee's organization name, bank account routing number, account number and account type. Grantee authorizes the Alliance to deposit any amounts owed by initiating credit entries to the account at the financial institution indicated on the bank letter. If Grantee provides incorrect or fraudulent bank information, Grantee will be responsible for the loss of the grant payment.
3. **Use of Funds.**
  - a. Grant funds may only be used for the purpose of paying expenses that are actually incurred by Grantee in carrying out the Statement of Services during the 12-month period for which the grant has been provided. Expenses that may be funded by Healthcare Technology Grants are those described in the Grant Application.
  - b. Funds cannot be used for the following purposes, and any amounts budgeted for such unapproved uses will be deducted from payment amounts awarded hereunder:
    - i. Equipment already purchased or in place.
    - ii. Equipment reimbursed through the Alliance's authorization process.

- iii. Leased equipment.
  - c. Use of grant funds may not duplicate other Medi-Cal funding including, but not limited to, Department of Health Care Services incentive programs or other incentive programs administered by the Alliance.
4. **Other Healthcare Technology Program Terms and Conditions; Return of Funds.**
- Grantee agrees that its receipt of funds is conditioned on meeting the requirements of this section 4, to the extent that such requirements are applicable to the type of grant it has been awarded, and that if these requirements are not met, the Alliance may cease any and all payments hereunder, and may at its discretion exercise any legal or equitable rights it may have for the return of the Grant Amount received hereunder. Grantee shall also provide the Alliance with such documentation as Alliance may request that demonstrates to the satisfaction of the Alliance that Grantee has satisfied and will satisfy the requirements set forth in this Section 4, at any time during the course of the duration of the Agreement.
- a. Legal/Contract Status. Grantee represents that it is a 501(c)(3) nonprofit or governmental entity that provides services to a significant volume of Medi-Cal members in the Alliance service area or a for-profit entity that is contracted with the Alliance to deliver Medi-Cal services.
  - b. Good Standing. If the Grantee is a contracted Alliance provider, Grantee shall maintain a contract in good standing with the Alliance for participation in the Alliance provider network during the term of the Grant. If Grant Award is made while Grantee is under investigation for suspected/actual fraud, waste or abuse, as defined in the Alliance Provider Manual, Grantee must participate in the investigation and meet all requirements of the investigation. If findings of the investigation indicate that the Grantee's contract is not in good standing, Grant funds may be recovered at the Alliance's discretion.
  - c. Useful Life. Grantee represents that the technology funded through the Grant will be used for the benefit of Medi-Cal members. In the event that the Grantee ceases using the technology funded through the Grant during the second year of the Grant Term after final payment is issued upon project completion (one-year useful life period), Grantee shall pay to the Alliance a prorated amount of the Grant Amount that is equal to the percentage of months remaining in the one-year useful life period, rounded to the nearest whole number, beginning with the first month in which Grantee is no longer using the technology for the benefit of Medi-Cal members. For example, if Grantee ceases using the technology for the benefit of Medi-Cal members beginning in the 15th month of Term, Grantee shall pay to the Alliance 75% of the Grant Amount for the remaining 9 months in the first year of useful life. The Alliance may waive all or some of Grantee's repayment obligation if it determines in its sole discretion that Grantee's failure to continue using the technology for the benefit of Medi-Cal members is attributable to circumstances that are not within Grantee's control.



5. **Reporting.** Grantee shall provide the Alliance with a final report as indicated in Payment Schedule (Section 2 above) 30 days after project completion or no later than the end of the Grant Term. Grantee will submit an update report one year after the final payment is made to verify use of technology and report on impact of technology implementation. The reporting templates will be provided by the Alliance and available on the online grant portal. Grantee will submit final report and update report through the Alliance's online grant portal. Failure to submit the final report will delay final payment of Grant Amount and may disqualify Grantee from receiving future grant funding from the Alliance.
6. **Evaluation and Monitoring.** The Alliance may monitor and conduct evaluation of operations under this Grant. This may include a visit from Alliance staff to observe the Grantee's operations related to Grant, discuss the Program with the Grantee's personnel, and review financial or other records and materials connected with the activities financed by this Grant.

## Certificate Of Completion

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Status: Sent

Subject: Contract 24R0478 (24-0935) 01/28/2025 BOS

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Document Pages: 9

Signatures: 2

Envelope Originator:

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## Signer Events

John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication  
(None)

## Signature

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## Electronic Record and Signature Disclosure:

Accepted: 6/12/2024 8:53:19 AM

ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3

Gina Occhipinti Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication  
(None)

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Signature Adoption: Pre-selected Style  
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## Electronic Record and Signature Disclosure:

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ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Monica Morales

Monica.Morales@santacruzcountyca.gov

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

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## Signature

## Timestamp

## Editor Delivery Events

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Maite Arce

Maite.Arce@santacruzcountyca.gov

Associate Analyst

County of Santa Cruz

Security Level: Email, Account Authentication  
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Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Elvira Limones Elvira.Limones@santacruzcountyca.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/27/2024 12:47:48 PM ID: 237d3ecf-48ad-447e-9cf7-4df598acce34  HSA Admin Processing hsa.adminprocessing@santacruzcountyca.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 4/24/2024 2:34:11 PM ID: 00c89360-1e1f-479f-918e-15cefaa8da5a		
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Envelope Sent	Hashed/Encrypted	12/23/2024 12:02:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		